

ASSISTANCE AGREEMENT

NOTE: By signing this document, the recipient accepts this agreement and agrees to perform in accordance with all the enclosed terms, conditions, and documents attached hereto.

1. AGREEMENT NO. HAAO31P00

2. TASK ORDER NO.

3. TYPE OF AGREEMENT (Check one)

☐ GRANT☒ COOPERATIVE AGREEMENT

4. NAME, ADDRESS AND PHONE NO. OF ASSISTANCE OFFICER

Martina R. See
Bureau of Land Management
P.O. Box 2965
Portland, OR 97208
(503)-808-6221

5. NAME, ADDRESS AND PHONE NO. OF RECIPIENT

Siuslaw Watershed Council
PO Box 422
Mapleton, OR 97453
(541) 268-3044

6. NAME, ADDRESS AND PHONE NO. OF ASSISTANCE REPRESENTATIVE

Steve Calish, Field Manager
Bureau of Land Management
Siuslaw Field Office
PO Box 10226
Eugene OR 97440
(541) 683-6180

7. NAME, ADDRESS AND PHONE NO. OF RECIPIENT'S PROJECT MANAGER

~~Dete Barrel~~ David Eisker
Siuslaw Watershed Council
PO Box 422
Mapleton, OR 97453
(541) 268-3044

8. PROGRAM STATUTORY AUTHORITY

9. STARTING DATE see Block 17c

10. EFFECTIVE DATE see Block 17c

11. COMPLETION DATE 1 October 2008

12. TYPE OF RECIPIENT (Check one)

- ☐ STATE
☐ LOCAL GOVERNMENT
☐ INDIAN TRIBAL GOVERNMENT
☐ EDUCATIONAL INSTITUTION
☐ INDIVIDUAL
☐ FOR-PROFIT ORGANIZATION
☒ NON-PROFIT ORGANIZATION
☐ OTHER (SPECIFY)

13. FUNDING INFORMATION

Recipient BLM

This obligation \$ PER TASK ORDER

Previous obligation \$ \$

Total obligation \$ \$

Share Ratio % %

14. ACCOUNTING AND APPROPRIATION DATA

ASAP

15. PROJECT TITLE AND BRIEF SUMMARY OF THE PURPOSE AND OBJECTIVES

Siuslaw Watershed Council Cooperative Agreement: This agreement is to assist the Siuslaw Watershed Council with monitoring, restoration and education efforts to improve watershed health in the Siuslaw watershed.


16a. NAME AND TITLE OF SIGNER (Type or print)

DAVID EISKER Chairman

17a. NAME AND TITLE OF ASSISTANCE ORDERING OFFICER (Type or print)

MARTINA R. SEE

16b. RECIPIENT



(Authorized Signature)

16c. DATE SIGNED

9/10/03

17b. UNITED STATES OF AMERICA

BY


(Signature of Assistance Officer)

17c. DATE SIGNED

9/16/03

I. Statement of Joint Objectives

A. Purpose. This agreement is made and entered into by the Department of the Interior, Bureau of Land Management, Oregon State Office (BLM), and the Siuslaw Watershed Council (SWC), for the purpose of providing a framework to coordinate stream, riparian, and upland restoration projects and management and education activities within the Siuslaw River Watershed, on public and private lands, that will improve watershed health.

B. Objective. This agreement will provide for a means of joint cooperation between the BLM and the SWC in order to improve watershed health with the Siuslaw River Watershed. It will allow for the transfer of funds and/or materials from BLM to SWC for project design and implementation and contract administration of activities associated with the restoration of the watershed. It will allow for

- coordinated inventory, assessment and education programs,
- restoration of native species habitat and native fish and wildlife species
- opportunities for community based education on the values and functions of the Siuslaw watershed
- opportunities for community economic development

C. Authority. The basis for this agreement is found on support or stimulation of a public purpose authorized by the following Federal statute(s):

1. *Federal Land Policy and Management Act of 1976 (Public Law 94-579, Section 307 (b)).*

2. *Jobs in the Woods, Public Law 108-7, Sec. 315* which states “Notwithstanding any other provision of law, for fiscal year 2003 the Secretaries of Agriculture and the Interior are authorized to limit competition for watershed restoration project contracts as part of the Hobs in the Woods component of the President’s Forest Plan for the Pacific Northwest to individuals and entities in historically timber dependent areas in the States of Washington, Oregon, and northern California that have been affected by reduced timber harvesting on Federal Lands.” P.L. 106-113 is considered as legislative authority to provide funding for watershed restoration projects to “individuals and entities in historically timber dependent areas.”

3. *Wyden Amendment* – Watershed Restoration and Enhancement provides a framework by which OR/WA BLM may enter into contracts or agreements to permit funding work on non-BLM land. The Omnibus Consolidated Appropriations Act of 1997, Wyden Amendment (Public Law 104-208, Section 124) as amended (Public Law 105-277, Section 136 states “appropriations made for the BLM may be used by the Secretary of Interior for the purpose of entering into cooperative agreements with the heads of other Federal agencies, tribal State and local government, private and nonprofit entities and landowners for the protection, restoration and enhancement of fish and wildlife habitat and other resources on public or private land...”. The BLM is bound by minimum implementing requirements including

- Having the funds available to enter into such agreements and the expenditure of those funds must be in the public interest

- The project must have direct benefit to biotic resources on public lands administered by the BLM in the Siuslaw watershed.

4. *Secure Rural Schools and community Self Determination act of 2000. Public Law 106-393 (16 U.S.C. 500)* authorizes the BLM to: 1) Promote the stabilization of payments to counties to provide funding for schools and roads as a supplement to other available funds, 2) Create additional employment opportunities through projects that improve the maintenance of existing infrastructure, implement stewardship objectives that enhance forest ecosystems and restore and improve land health and water quality, 3) Improve cooperative relationships among the people that use and care for Federal Lands and the agencies that manage these lands. Title II of the Act addresses Special Project on Federal Lands. The agency is bound by minimum implementing requirements including:

- The BLM – Eugene district Resource Advisory committee recommends and the Designated Federal Official approves the use of Title II funds to enter into such agreements and the expenditure of those funds must be in the public interest.
- The project must have direct benefit to biotic resources on public land administered by BLM in the Siuslaw watershed

5. *National Fire Plan (NFP)* - The national fire plan which Congress has supported through appropriations language in FY 2003 Appropriations Acts (P.L. 108-7) requires “close collaboration among citizens and governments at all levels”. A primary focus point of the NFP hazardous fuel reduction program is to promote community assistance through the increased use of private sector services.

D. Benefits. The activities to be undertaken through this agreement are in furtherance of the BLM and the SWC missions by providing the following benefits:

1. Effective cooperative working relationship between BLM and SWC
2. Combined technical expertise, funding and services will allow for a greater ability to restore aquatic and upslope habitats which benefit native fish and wildlife species.
3. More effectively address water quality and native species concerns in areas with intermingled private and public land ownership and incentives for private parties to resolve those concerns.
5. Improved working relationship with partners involved in restoration of the Siuslaw Watershed.

II. Definitions.

A. Agreement: This cooperative agreement.

B. Assistance Officer (AO): The BLM's Assistance Officer. The AO is the only individual authorized to obligate funds, award, modify or terminate the agreement or any task order (TO) thereto. The AO is responsible for issuing TOs, monitoring the agreement and TOs

for compliance, enforcing the agreement provisions, issuing timely performance and payment approvals, terminating the agreement or any TO thereto and closing out the agreement.

C. Assistance Representative (AR): The BLM's Assistance Representative. The AR will be designated for the purpose of administering the technical aspect of the agreement. The AR is authorized to clarify technical requirements, and to review and approve work which is clearly within the scope of the work specified in this agreement. The AR is not authorized to issue changes or in any other way modify this agreement.

D. The Bureau of Land Management (BLM). May also be referred to as Bureau.

E. The Code of Federal Regulations (CFR).

F. Fiscal Year (FY): The Federal fiscal year which extends from October 1 of one year through September 30 of the following year.

G. The Siuslaw Watershed Council (SWC). May also be referred to as recipient or council.

H. Not-to-Exceed (NTE) Amount: The maximum Federal funding amount.

I. The Office of Management and Budget (OMB).

J. Project Inspector (PI): The BLM's project inspector. At the time of award, a BLM employee(s) may be appointed as the PI. If appointed, the PI will be responsible for providing on-site inspection of the work and for giving the SWC representative any special instructions, guidance, or training necessary to complete or perform the work. The PI will not be authorized to issue changes or in any way modify the agreement.

K. Project Manager: The recipient's Project Manager.

L. Responsible Official: The recipient's Responsible Official. The responsible official is the individual who is authorized to act for the recipient's organization and commit the recipient to compliance with the terms and conditions of this agreement.

M. Task Order (TO): The order which is issued against the agreement to obligate funds for specific services or work to be accomplished.

N. Assistance Ordering Officer (AOO): The BLM's Assistance Ordering Officer. The AOO is an individual authorized by the AO to issue TOs against this agreement. The AOO is responsible for obligating the funds, monitoring for compliance, enforcing the provisions, issuing timely performance and payment approvals, modifying, terminating, and closing out the TO. The AOO is not authorized to issue changes or in any other way modify this agreement. A Project Inspector may be appointed by the AOO for the TO.

III. Project Management Plan.

A. The SWC agrees to:

1. Provide the opportunity for BLM personnel to serve on council committees.
2. Inform BLM of upcoming meetings and technical assistance requests in advance, and keep BLM informed of anticipated needs and scheduling.
3. Explore other means for project planning, design, implementation and monitoring work to fulfill watershed restoration purposed including services of watershed council employees, volunteers, private consultants and partnerships.
4. Make decisions on project design, and funding and implementation priority on private lands, and coordinate interests, plans, and resources on private lands, where negotiations and developing or agreements have been finalized.
5. Obtain a Land Use Agreement prior to commencement of project work on private lands funded through this agreement.
6. Meet deadlines set by the BLM for submitting project proposals signed Land Use Agreements or other documentation necessary for BLM to commit Federal funds for restoration activities.

B. The BLM agrees to:

1. Designate BLM personnel from the Siuslaw Field Office as the primary agency representative to serve on SWC committees and to be the contact for initiation and consultation on issues of mutual interest and management proposals.
2. Make available resource professionals for technical assistance, when personnel and requested skills are available and approved by BLM. BLM will inform the SCW if requested assistance cannot be proved within the needed time period.
3. Make recommendations, when requested, in a technical advisory capacity, on project design, and funding and implementation priority, on private lands. Make decisions on project design, and funding and implementation priority on Federal lands.
4. Provide liaison with various government bodies, groups and individuals, when conducting watershed analysis on federal lands, or when involved in watershed assessment or a member in updating SWC watershed action plans.
5. Provide payments to the SWC in accordance with Section VI., Financial Support, and Section VII, Payments, of this agreement and applicable OMB and Treasury Regulations.

IV. Term of Agreement. This agreement shall become effective on the date of signature of the BLM Assistance Officer and shall remain in effect until September 1, 2008, unless terminated in

accordance with the provisions of 43 CFR, Subpart F, Section 12.961.

V. Task Orders (TO).

A. Issuance. If any TOs are issued they will be issued in writing by the Assistance Officer and must be signed by both the authorized responsible official and the AO to be effective.

B. Contents. A TO will contain:

1. The specifications or statement of work which specifies what will be performed under this TO.
2. A list of any deliverable items that are required.
3. Any necessary drawings and/or location maps.
4. The delivery schedule or completion time which has been negotiated based on the level of difficulty, site location, etc.
5. A detailed budget submitted on form SF-424A, Budget Information - Nonconstruction Programs with a NTE amount for the task.
6. Any other detail or information necessary.

VI. Financial Support.

A. This agreement shall be funded each FY based on the availability of BLM funding. The SWC hereby releases the BLM from all liability due to failure of Congress to appropriate funds for this agreement.

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B. Funds obligated but not expended in one FY can be carried forward and expended in the subsequent FY.

B. Funds obligated for a specific TO but not expended in that FY can be carried forward and expended in the subsequent FY.

C. \$100,000 represents the NTE amount for which the BLM will be responsible under the terms of this agreement. The BLM shall not be obligated to pay for nor shall the SWC be obligated to perform any effort that will require the expenditure of Federal funds above the NTE amount.

C. TOs will specify the NTE amounts. The BLM shall not be obligated to pay for nor shall SWC be obligated to perform any effort that will require the expenditure of Federal funds above the NTE amount specified in that TO.

C. \$100,000 represents the NTE amount for which the BLM will be responsible under the terms of this agreement over the life of the agreement. Each TO issued will specify the NTE amount for that TO. The BLM shall not be obligated to pay for nor shall the SWC be obligated to perform any effort that will require the expenditure of Federal funds above the NTE amount specified in that TO.

D. Cost sharing for this agreement shall be in accordance with 43 CFR, Subpart F, Section 12.923.

E. Program income for this agreement shall be in accordance with 43 CFR, Subpart F, Section 12.924.

VII. Payments.

A. Financial Management Service's (FMS), Automated Standard Application for Payment (ASAP) System.

1. Payments under this agreement will be made by the United States Department of Treasury, FMS, ASAP system. ASAP is a recipient-initiated, on-line payment and information system for Financial Assistance Agreements. The recipient will request federal funds that are due directly from the Federal Reserve Bank.

2. Recipient enrollment in ASAP is accomplished in one of the two following ways:

a. Recipients *already participating with another Federal agency* need only complete the attached ASAP Participation Request form (see Attachment No. 1) and fax or mail it to the number or address listed on the form.

b. Recipients *not currently enrolled in the ASAP system* should complete the attached ASAP Participation Request form (see Attachment No. 1) and fax or mail it to the number or address listed on the form. The recipient will then receive a Department of Treasury enrollment handbook and enrollment form. The recipient will complete and return those forms to the Department of the Treasury and they will send the recipient the ASAP Passport software along with a CD-ROM tutorial. The Department of Treasury will establish an ASAP Requestor ID for the recipient as well as an Organization Access Code (OAC), User ID, and Password that will serve to segregate the recipient users and their access to certain functions of the on-line system. In addition, the data is encrypted in order to ensure the privacy of the data as it is sent from the user to ASAP.

3. Once the recipient has been assigned an ASAP Requestor ID by the Department of Treasury, the BLM Assistance Officer will create an ASAP Account ID unique to this agreement. The first nine characters will be the agreement number (reference block 1 of agreement cover page, BLM Form 1511-1). The remaining three characters will identify BLM funding line items. Drawdown of funds will not be authorized under this agreement until the completion of the task and delivery of the

report.

B. The recipient will be required to complete a Standard Form (SF) 270, Request for Advance or Reimbursement, and backup documentation and mail or fax it to the Assistance Officer at the same time they make an ASAP fund drawdown. ***Failure to submit an original SF-270 at time of drawdown may result in the BLM requiring agency review prior to release of funds using the ASAP system.***

C. Drawdowns for advance payments will be made only in amounts necessary to meet current disbursement needs and will be scheduled so that the funds are available only immediately prior to their disbursement. ***If advance payments are drawn the recipient must submit an original Federal Cash Transaction Report, SF 272 to the Assistance Officer 15 working days following the end of each quarter.***

This recipient is subject to Agency Review for payment requests.

VIII. Property Management and Disposition.

Any BLM property used or other property acquired under this agreement, including intangible property such as copyrights and patents shall be governed by the provisions of 43 CFR, Subpart F, Section 12.930 through 12.937.

IX. Deliverables and Reports.

Submit one copy of an annual performance report to the Assistance Representative within 90 days after the end of the FY. The performance report must be prepared in accordance with 43 CFR, Subpart F, Section 12.951 and address items such as a comparison of actual accomplishments with established goals, reasons why goals may not have been met, cost overruns and any other pertinent information.

X. Key Officials.

A. Assistance Officer (AO)

Martina R. See
Bureau of Land Management
OR/WA State Office
P.O. Box 2965
Portland, OR 97208
Telephone Number (503) 808-6221

B. Assistance Representative (AR)

Steve Calish
Bureau of Land Management
Eugene District Office, Siuslaw Field Office
P.O. Box 10226
Eugene, OR 97440

Telephone Number (541) 683-6180

C. Project Inspector (PI)

Karen Geary
Bureau of Land Management
Eugene District Office, Siuslaw Field Office
P.O. Box 10226
Eugene, OR 97440
Telephone Number (541) 683-6796

D. Responsible Official

Siuslaw Watershed Council
PO Box 422
Mapleton, OR 97453
Telephone Number (541) 268-3044

E. Project Manager

~~Pete Barrel~~ *DAVID CLINE*
PO Box *422*
Mapleton, OR 97453
Telephone Number (541) 268-3044

XI. Special Terms and Conditions.

A. Order of Precedence

Any inconsistency in this agreement shall be resolved by giving precedence in the following order: (a) Any national policy requirements and administrative management standards; (b) requirements of the applicable OMB Circulars and Treasury regulations; (c) 43 CFR Part 12; (d) special terms and conditions; and (e) all Agreement sections, documents, exhibits, and attachments.

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B. Modifications

This agreement may be modified by written agreement signed by both a * official and the Assistance Officer. Administrative changes (i.e. AO name change) which do not change the project management plan, NTE amount, etc. or otherwise affect the recipient may be signed unilaterally by the AO.

C. Procurement Procedures

It is a national policy to place a fair share of purchases with minority business firms. The Department of the Interior is strongly committed to the objectives of this policy and encourages all recipients of its grants and cooperative agreements to take affirmative steps to ensure such fairness. Positive efforts shall be made by recipients to utilize small businesses, minority-owned firms, and women's business enterprises, whenever possible. Recipients of Federal awards shall take all of the following steps to further this goal:

1. Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.
2. Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.
3. Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.
4. Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.
5. Use the services and assistance, as appropriate, of such organizations as the Small Business Development Agency in the solicitation and utilization of small business, minority-owned firms and women's business enterprises.

D. Deposit of Publications

Two (2) copies of each applicable publication produced under this agreement shall be sent to the Natural Resources Library with a transmittal that identifies the sender and the publication, and states that the publication is intended for deposit in the Natural Resources Library. Publications shall be sent to the following address:

U.S. Department of the Interior
Natural Resources Library
Interior Service Center
Gifts and Exchanges Section
1849 C Street, N.W.
Washington, D.C. 20240

XII. General Provisions.

A. National Policy Requirements and Administrative Management Standards. All applicable national policy requirements and administrative management standards as set forth in the Office of Management and Budget, Financial Management Division, Directory of Policy

Requirements and Administrative Standards for Federal Aid Programs are incorporated by reference.

B. 43 CFR Part 12, Administrative and Audit Requirements and Cost Principles for Assistance Programs is incorporated by reference.

C. OMB Circular A-21, Cost Principles for Educational Institutions and the completed Certificate For Indirect Cost is incorporated by reference.

C. OMB Circular A-122, Cost Principles for Nonprofit Organizations is incorporated by reference.

C. Federal Acquisition Regulation (FAR) at 48 CFR Part 31 is incorporated by reference.

C. 45 CFR Part 74, Appendix E, Principles for Determining Costs Applicable to Research and Development Under Grants and Contracts with Hospitals, is incorporated by reference.

D. 43 Code of Federal Regulations (CFR) Part 12, Appendix A to Subpart D, Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transaction and completed Form DI-2010 are incorporated by reference.

E. 43 CFR Part 12, Appendix C to Subpart D, Certification Regarding Drug-Free Workplace Requirements, Alternate I (Grantees other than individuals) and completed Form DI-2010 are incorporated by reference.

F. 43 CFR Part 12, Appendix C to Subpart D, Certification Regarding Drug-Free Workplace Requirements, Alternate II (Grantees Who are Individuals) and completed Form DI-2010 are incorporated by reference.

G. 31 U.S.C. 1352, Certification Regarding Lobbying and completed Form DI-2010 are incorporated by reference.

H. Single Audit Act Amendments of 1996, Public Law 104-156, 110 Stat. 1396, 31 U.S.C. 750 1-7 and 43 CFR, Part 12, is incorporated by reference.

I. Compliance With Buy American Act. Pursuant to Sec. 307 of the Department of the Interior and Related Agencies Appropriations Act of 2000, Public Law 106-113, be advised of the following:

1. None of the funds made available in this agreement may be expended by a recipient unless the recipient agrees that in expending the funds the recipient will comply with sections 2 through 4 of the Act of March 3, 1933 (41 U.S.C. 10a-10c; popularly known as the "Buy American Act").

2. Purchase of American-made equipment and products. In the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available in this Act, it is the sense of the Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and

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3. Recipient also agrees to follow the procedures in 43 CFR Part 12, Subpart E, Section 12.700 - Buy American Requirements for Assistance Programs.

J. Opposition to Any Legislation. Recipient shall not use any part of the Government's funds for any activity or the publication or distribution of literature that in any way tends to promote public support or opposition to any legislative proposal on which Congressional action is not complete.

K. Endorsements. Recipient shall not publicize or otherwise circulate, promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies governmental, Departmental, bureau, or government employee endorsement of a product, service, or position which the recipient represents. No release of information relating to this award may state or imply that the Government approves of the recipient's work products, or considers the recipient's work product to be superior to other products or services.

All information submitted for publication or other public releases of information regarding this project shall carry the following disclaimer:

The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government.

Recipient must obtain prior Government approval for any public information releases concerning this award which refer to the Department of the Interior or any bureau or employee (by name or title). The specific text, layout photographs, etc. of the proposed release must be submitted with the request for approval.

A recipient further agrees to include this provision in a subaward to and subrecipient, except for a subaward to a State government, a local government, or to a federally recognized Indian tribal Government.

L. Increasing Seat Belt Use in the United States. Recipients of grants/cooperative agreements and/or sub-awards are encouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. These measures include, but are not limited to, conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.